

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, CAPITOL HILL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
<http://www.purchasing.state.ut.us>

Invitation to BidSolicitation Number: **LK3013**Due Date: **09/03/02 at 2:00 PM**

Date Sent: August 16, 2002

Goods and services to be

GRASS SEEDS AND EROSION CONTROL PRODUCTS**Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ____ No _____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

STATE OF UTAH
DIVISION OF PURCHASING

Invitation to Bid

Solicitation Number: LK3013
Due Date: 09/03/02@2:00PM

Vendor Name:

Item#	Qty	Unit	Description	Unit Price	Extension
001	1	LOT	THIS BID WILL RESULT IN A CONTRACT TO PROVIDE THE STATE WITH GRASS SEEDS AND EROSION CONTROL PRODUCTS AS PER ATTACHED SPECIFICATIONS.	\$	\$

FOR ADDITIONAL INFORMATION OR CLARIFICATION PLEASE CONTACT DEBRA BOULTON AT 801-965-4070.
REFERENCE RX# 810 36000000027.

Ship To: VARIOUS LOCATIONS

FREIGHT CHARGES (if applicable)

SHIPPING POINT AND ZIP CODE	
QSHIPPING WEIGHT	
MODE OF TRANSPORTATION (Please check one)	
Q Small package/Ground Q LTL(Less than truck load) Q Truckload Q Air Q Other (Please specify)	
NMFC Class# _____	
NMFC Item # _____	
TOTAL PRICE LESS FREIGHT (FOB Origin)	\$
TOTAL PRICE INCLUDING FREIGHT (FOB Destination)	\$

INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

1. **BID PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as bid. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or approved equal" apply. "Or approved equal" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the bidder lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. **MULTIPLE OR ALTERNATE BIDS WILL NOT BE ACCEPTED UNLESS SO STATED IN THE SPECIFICATIONS.** (f) By signing the bid the bidder certifies that all of the information provided is accurate, and that prices bid are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

2. **SUBMITTING THE BID:** (a) The bid must be signed in ink, sealed in a properly-addressed envelope, and either mailed or delivered to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. (e) All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33).

3. **FAILURE TO BID:** Failure to respond may result in the removal of your firm from the bidder's list for the commodity(s) listed, unless you advise DIVISION in writing prior to due date that you desire to receive future invitations to bid on this commodity(s). **Three consecutive no responses will automatically result in removal.**

4. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not to be considered proprietary. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the state.

5. **BONDS:** The state has the right to require a bid bond, payment bond and/or a faithful performance bond from the bidder in an amount not to exceed the amount of the contract.

6. **SAMPLES:** Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, to be returned at the bidder's expense.

7. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

8. **DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

9. **AWARD OF CONTRACT:** (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

10. **ANTI-DISCRIMINATION ACT:** The bidder agrees to abide by the

provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of

disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

revision date: 2/14/2000

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
15. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, as to distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

(Revision date: Apr 24, 2002)

ATTACHMENT B

SCOPE OF WORK

GENERAL INFORMATION

This bid will result in a requirements contract between the Department of Transportation and the Contractor to provide the Department with a variety of seeds, and Erosion control products.

See Attachment D for Examples of seed species use by UDOT.

Examples of Erosion control products.

Erosion control blankets: Excelsior and Straw.

Hydraulic Mulches: Cellulose Fiber Mulch and Cellulose Paper Blend Mulch.

Seed and Erosion Control products must be Noxious weed free.

ATTACHMENT C: SPECIAL TERMS AND CONDITIONS

1. **CONTRACT PURCHASE**: This is a requirements contract to provide the State with a variety of seeds and erosion control products that will be required for landscaping purposes for a period of three (3) years.
2. **CONTRACT ACCEPTANCE**: At the time the bid is signed by the Offeror, the signature of that Offeror will be used as a legally binding signature if awarded this contract. When signed by the Division of Purchasing and a Utah Department of Transportation representative and assigned a contract number, this document will become a legally binding contract with the Offeror for the contract period specified.
3. **QUANTITY OR AMOUNT ESTIMATES**: Quantities have been estimated for bidding purposes and are not to be construed as a guarantee to purchase any service or specific amount. The State does not guarantee specific purchase amount.
4. **PRICING**: The Contractor agrees that the prices bid on materials/services in this contract shall be guaranteed for a period of _____.

ANY CHANGE REQUEST ON PRICES MUST GUARANTEE THE PRICE FOR THE SAME LENGTH OF TIME AS INDICATED ABOVE AND MUST BE MADE AT LEAST THIRTY (30) DAYS PRIOR TO THE REQUESTED EFFECTIVE DATE. ANY REQUEST FOR CHANGE ON PRICES OR SPECIFICATIONS MUST INCLUDE SUFFICIENT DOCUMENTATION SUPPORTING THE REQUEST. REQUESTS FOR CHANGE ON PRICES OR SPECIFICATIONS SHALL NOT BE EFFECTIVE UNTIL IT IS APPROVED BY THE PROCUREMENT SUPERVISOR OR THE PROCUREMENT MANAGER OF THE UTAH DEPARTMENT OF TRANSPORTATION.

5. **WAGES**: The Contractor shall be responsible for all applicable company wages in accordance with the Federal, State and local laws and ordinances.
6. **INVOICING**: **THE CONTRACT NUMBER AND ORDER NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES AND ALL CORRESPONDENCE RELATING TO EACH ORDER AND DELIVERY.**

In the event the State is entitled to a cash discount, the period of computation shall commence on the delivery date or the date of a correct invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval is authorized. The State reserves the right to adjust incorrect invoice.

The Contractor shall submit invoices to the Utah Department of Transportation, Accounts Payable, 4501 South 2700 West, Salt Lake City, Utah 84119.

ATTACHMENT C: SPECIAL TERMS AND CONDITIONS

7. **NON-ASSIGNMENT**: The Contractor shall not sublet, assign or transfer any part of this contract without prior written approval from the Procurement Supervisor or the Procurement Manager of Utah Department of Transportation. The provision of monies due under this contract shall not be assignable without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation.
8. **NON-COMPETE CLAUSE**: The Contractor represents its officers and employees are free to contract with the State and are not subject to restrictions by the terms of their present or past employment including, but not limited to an agreement not to compete for as a period of time unless disclosure has been made. Contractor must disclose to the State any possible conflicts, in writing, before the contract is signed and the State will evaluate whether to continue with contract execution. The State may elect to terminate a contract immediately with a Contractor who is subsequently determined to be subject to such restrictions without liability to the State. If the State elects to terminate as a contract for this reason, the State will supersede paragraph #12 in Attachment A - Standard Terms and Conditions and will not provide 90 day prior notice to the Contractor.
9. **QUALITY**: All seed offered shall be legally certified, of high quality and meet the standards of the Federal Seed Act, Utah Seed Act, Utah Noxious Weed Law and all other applicable laws and regulations. All seed shall be cleaned and processed. All classes of certified seed will be given preference and will be purchased if the pure live seed (PLS) price offered is not more than 10% higher than non-certified seed offered. Native or wildflower seeds requiring collection shall have been collected from areas of similar elevation, rainfall, and geography as indicated in the bid schedule, or harvested from natives grown for seed production for use in similar areas. The State reserves the right to inspect seed collection areas.
10. **BAGS, LABELS AND TESTING COSTS**: Seed shall be furnished in sound, new and clean standard poly bags. Each bag of seed shall have attached a legal label stating the name and address of the shipper, weight, kind, variety, purity, germination and lot number. Certified seed shall bear the official blue tag with the date of the latest certified germination test and results. Foundation class (white tag) and registered (purple tag) are acceptable as certified class. Seed of native or wildflower species offered shall be verified as source identified (yellow tag) by the certifying agency as to state, county and elevation from which the seed was collected or grown. With each lot shipped, the source, year harvested and purchase order shall be provided. All costs of bags, labeling, inspections, certification (if required) and testing shall be included in the bidder's price.
11. **AWARD**: The agency may reject all or part of bids because of price or any other reason detrimental to the agency. There can be NO substitution allowed for a plant protected or patented variety when a specified variety of a plant species is called for by the specifications.

ATTACHMENT C: SPECIAL TERMS AND CONDITIONS

12. **TESTS AND ACCEPTANCE:** The seeds furnished will be subject to such inspection and tests as may be determined by the State to be necessary to ascertain conformance with these specifications. Tests required shall reflect seed quality at the time of purchase or acceptance. Acceptance or the waiving of the inspection and tests thereof shall in no way relieve the bidder of the responsibility for furnishing seed meeting the quality requirements of these specifications.

It is understood and agreed that the seed furnished may be tested either at a State seed laboratory or at a United States Department of Agriculture seed laboratory, or at any other qualified seed testing laboratory which the State may select. Seed from individual lots not meeting the minimum requirements set forth in the specification will be subject to deductions or rejection, as hereinafter provided.

For determining percentage of Pure Live Seed (% PLS) and pure live seed price (\$ PLS) as herein referred to, the following formula shall be used.

$$\% \text{ PLS} = \frac{(\text{Purity } \%) \times (\text{Germination } \%)}{100}$$

$$\text{\$ PLS} = \frac{\text{Bid price \$}}{\% \text{ PLS}}$$

NOTE: For bid comparison/award purposes, non-certified PLS prices will be increased by 10% for comparison with certified seed PLS prices.

In case of mathematical discrepancies between purity, germination, % PLS and \$ PLS purity and germination will govern along with unit price.

Bidders must insert, in the spaces provided on the attached bid schedule, the percent purity and germination of the seed offered. Bidder must also indicate whether the seed offered is certified or non-certified seed. Firm or hard seeds of legumes may be included in computing percent Pure Live Seed. Bidders shall state the percentage of hard seed separately, if appreciable hard seed is present.

ATTACHMENT C: SPECIAL TERMS AND CONDITIONS

When a contract is executed as a result of this bid and the Contractor delivers seed which falls below the minimum percent purity or germination offered by the Contractor in the bid schedules, the following shall apply:

- (1) If the % PLS of the delivered seed is less than the offered % PLS, (as computed from the percent purity and germination offered by the Contractor in the bid schedule), but is still within the acceptable tolerance shown in the following table, the Utah Department of Transportation may accept the seed and make payment to the Contractor at the unit price quoted in the bid schedule.
- (2) If the % PLS of the delivered seed is less than the offered % PLS, and is below the acceptable tolerance, the Utah Department of Transportation, at its' option, may reject the seed and require the Contractor to replace the lot of seed rejected with seed meeting the offered % PLS, or accept it and pay the Contractor at a reduced unit price computed as follows:

$$\text{Reduced Unit Price} = \text{Bid Unit Price} \times \frac{\text{Tested \% PLS}}{\text{Offered \% PLS}}$$

13. **TESTS AND ACCEPTANCE CONT.:** Such payment at reduced unit price shall be the full compensation due and payable to the Contractor for seed accepted under this condition; however, at the option of the Department, the PLS limitation may be waived.

The table of tolerances is as follows:

96% or over	5
90% or over, but less than 96%	6
80% or over, but less than 90%	7
70% or over, but less than 80%	8
60% or over, but less than 70%	9
60% or less	10

In the event the Contractor requests a retest following rejection, or if the Contractor is in disagreement with the results of the first test, permission will be given for a retest. The costs of all retests will be borne by the Contractor. Upon request from the Contractor, UDOT will order the retest and the cost thereof shall be deducted from payments due the Contractor. For purposes of final rejection or acceptance, and for payment, the results of the first and second tests will be averaged unless it is apparent that one is erroneous. Consideration will be given to the possibility of an erroneous test(s) when: (1) the computed % PLS in the tests of the seed specified at 80% or more vary by 10% or more, or (2) the computed % PLS in the tests of the seed specified at less than 80% vary by 15% or more. The test which yield a computed % PLS within tolerance, or closest thereto, will be considered correct; the other test will be considered erroneous. If necessary, a third test will be made and the results of the two tests which are closest to tolerance will be averaged. No more than three tests will be permitted on any one delivery of seed.

ATTACHMENT C: SPECIAL TERMS AND CONDITIONS

All freight and drayage charges in connection with seed that is rejected shall be borne by the Contractor.

It is understood and agreed that UDOT may hold the seed for a period sufficient to allow for a check on purity and/or germination.

14. **NOTIFICATION AND DELIVERY:** The Contractor shall notify the State Representative two (2) days prior to each delivery so that a Representative can be at the destination to accept the seed. Deliveries shall be made at the specified location(s) between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday, except for holidays. All costs of transportation from shipping point(s) to destination shall be paid by the Contractor and included in the bid price for the item(s). The Contractor shall be responsible for any/all damages occurring in transit.

ATTACHMENT D: SPECIFICATIONS FOR PURE LIVE SEEDS

The Contractor shall provide seed in the quantities and species as specified. All seed shall be furnished as Pure Live Seed (PLS) in bulk quantities unless otherwise instructed by the State Representative. Requests for seed substitution(s) shall be directed to the State Representative at least ten (10) working days in advance of delivery. All seed shall be provided by a company or person(s) that hold a valid Utah Seed Dealer's License issued for the current year and shall meet all provisions of the Utah Seed Act.

All seed shall have a seed analysis report issued from an Association of Official Seed Analysts (AOSA) state seed laboratory to verify the pure live seed percentage statements of the seed label. The seed analysis report shall show the seed has been tested within the last six months and the test results must indicate seed germination rate and purity, and that the seed is noxious weed free. All seed bags shall have the analysis (certification) attached. The AOSA laboratory report shall be submitted to the State Representative at least ten (10) working days prior to delivery of seed.

An official sample of the seed may be drawn by the Utah Department of Agricultural and Food for analysis and verification. This analysis and verification will be paid by the Contractor. If the seed does not meet specifications, or is contaminated with noxious weed seed, the seed may be rejected by the Department or seized by the Utah Department of Agriculture.

GRASS SPECIES FOR SEED CONTRACT

Agropyron cristatum, Crested wheatgrass
Varieties, Ephraim,,Fairway,Roadcrest

Thinopyrum intermedium, Intermediate wheatgrass
Variety, Tegmar

Elymus lanceolatus, Streambank wheatgrass
Variety, Sodar

Agropyron sibiricum, Siberian wheatgrass
Variety, P-27

Pseudoroegneria spicata, Bluebunch wheatgrass
Variety, Secar

Pascopyrum smithii, Western wheatgrass
Varieties, Arriba, Rosanna

Festuca ovina, Sheep fescue
Variety, Covar

Sporobolus airoides,Alkali sacaton
Variety, Salado

ATTACHMENT E: PRICE LIST

- A. Percent discount off grass seeds _____ %
- B. Percent discount off erosion control products _____ %